



<p>Proposal is original or copy. Indicate: <input type="checkbox"/> Original <input type="checkbox"/> Copy</p>
<p>Trade Secret Declarations: <u>(reference section/page(s) of trade secret declarations)</u></p>

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VENDOR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the ALABAMA DEPARTMENT OF HUMAN RESOURCES

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period(s).** Submit your questions to the Procurement Officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** It is the Vendor’s responsibility to check the State’s website at www.dhr.state.al.us for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor’s Response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed during this procurement. Except for the deadlines associated with the vendor question and answer period and the proposal due date, the other dates provided in the schedule are estimates and may be impacted by the number of proposals received. The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website (www.dhr.state.al.us). Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

EVENT	DATE
QA RFP Issued.....	June 29, 2006
Letter of Intent to Propose Due.....	July 12, 2006
Deadline for Receipt of Written Questions.....	July 17, 2006
Deadline for State's Responses to Written Questions	July 24, 2006
Vendor QA Proposals Due.....	August 07, 2006
Initial Evaluation of Proposals.....	August 14 –18, 2006
State Makes "Reasonably Likely to Award" Determination.....	August 21, 2006
Vendor Interviews.....	August 28 – September 01, 2006
State Completes Final Evaluation.....	September 08, 2006
Proposal Submitted for Federal Approval	September 11, 2006
State Issues Intent to Award.....	September 22, 2006
Vendor Protest Period.....	September 22 – 26, 2006
Contract Negotiations.....	September 27 – 29, 2006
State and Vendor Sign Contract.....	October 02, 2006
Approval of State Legislative Oversight Committee*	October 09, 2006
Vendor Begins Work.....	October 16, 2006

** By State law, all contracts must be reviewed by the Legislative Oversight Committee. The Committee meets monthly and can, at its discretion, hold a contract for up to 45 days. The "Vendor Begins Work" date above may be impacted by the timing of the contract submission to the Committee for review and/or by action of the Committee itself.*

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.1 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the State”), solicits proposals for a qualified Monitoring Contractor (MC) to provide quality assurance and independent verification and validation (QA) services for the Statewide Automated Child Welfare Information System (SACWIS) Project (Project). The State issued a Request for Proposals (RFP) on January 31, 2006, soliciting proposals from the vendor community for the design, development, and implementation of a SACWIS to meet Alabama and Federal requirements. A copy of the SACWIS RFP is attached as Appendix F and should be carefully reviewed by vendors in preparing responses to the QA RFP.

The State is seeking a firm that is both qualified and which has a demonstrated history of working constructively with other firms in a large project setting. The State intends that the MC will facilitate the work of the Project by developing constructive rather than adversarial relationships with the State and with the Implementation Contractor (IC). The MC will be expected to focus their attention on those matters that may have significant impact on the project’s likelihood of success and on the IC’s compliance with the terms of the Contract.

1.2 OBJECTIVE

The objective of the MC procurement is to secure a qualified firm to provide independent and objective project oversight and to improve the outcome of this critical information technology project by providing regular and periodic assessments of the Project as it progresses through the system development lifecycle. Since the cost and complexity of correcting information systems problems increases dramatically as the timetable progresses, it is important to identify and eliminate or minimize risks before they become unmanageable and expensive.

The MC must perform all QA responsibilities defined in this RFP throughout the term of the contract. The MC is expected to actively participate in Project meetings and is considered by the State to be a key player in the success of the Project. The State’s intent is for the MC to monitor and track the processes, products, and deliverables of both the Implementation Contractor (IC) and the State, focusing on issues of substance that affect the course of the Project. The QA services provided must adhere to industry standard methodologies and approaches, and must consist at least of the services described below in the Statement of Work. In order to facilitate a truly independent reporting structure, the MC will report jointly to the federal oversight agency – the U.S. Department of Health and Human Services Administration for Children and Families (ACF) – and the State’s Executive Committee. Both these entities are external to the Project and will ensure that the MC retains its independence and remains unfettered in the performance of its duties.

The State hopes to have the MC on board in advance of the start date of the IC. The lead time will allow the MC to familiarize itself with the State’s organizational makeup, business practices, the SACWIS RFP, the winning IC proposal, and other critical factors that should be reviewed prior to the IC beginning work. Specific deliverables that must be completed prior to the arrival of the IC are set out below in the Statement of Work.

1.3 BACKGROUND

The Alabama Department of Human Resources (DHR) is an agency of Alabama state government headquartered in Montgomery, Alabama. Major programs of the State include Food Stamps, Child Support, Temporary Assistance to Needy Families (TANF), welfare-to-work programs, Adult Protective Services, Child Day Care Services, and Family Services.

DHR operates under the purview of the State Board of Human Resources with the Governor serving as Chairman of the Board and appointed board members serving six-year terms. The Board functions to approve major administrative actions including approval of the annual operating budget and the appointment of the DHR Commissioner.

DHR is a county-based, State administered agency with each of the 67 county offices having an appointed County Director. The agency has approximately 2,400 SACWIS users, mostly located in the county offices. Social workers represent the largest classification of employees within the Department.

The mission of the DHR is to partner with communities to promote family stability and provide for the safety and self-sufficiency of vulnerable Alabamians. The State's vision is to be an organization which is client focused, knowledge driven, result oriented, cooperative and collaborative with all stakeholders, open and effective in communications, and structured to provide quality and timely services.

Within DHR, the organizational group having responsibility for SACWIS related services is the Family Services Division (FSD). FSD's mission is to help families receive the least disruptive services they need, when they need them, and for only as long as they need them in order to maintain children in or return them to a safe, stable home. FSD develops programs, policies, and standards which govern social services directed toward the goals of prevention of and/or assisting in the solution of problems that may result from, or contribute to, dependency, neglect, abuse, or exploitation of children or adults; strengthening family life; and provision of adequate care for children in and away from their own homes. State office consultation is provided to county staff concerning these programs. In addition, FSD carries out foster home licensing functions and provides certain direct services, such as adoption placements. FSD works cooperatively with other Divisions of DHR in planning resource allocation, monitoring, and evaluation of service programs for adults, families, and children.

FSD is responsible for the social service and eligibility components of the Title IV-E plan and program including Independent Living Services, as well as the Title IV-B plan and programs for children and their families funded through Title XX. In addition, FSD supports the child welfare reform efforts in accordance with the settlement requirements of a 1991 child welfare lawsuit known as the R.C. v. Walley Consent Decree. These social services are provided through a State-financed and supervised and locally administered program in all 67 counties. FSD is responsible for maintaining appropriate statistics and controls used to manage the program, developing provider resources, maximizing funding sources, conducting fair hearings, and monitoring program compliance.

1.4 ON-SITE PRESENCE

The State has required the IC to provide office space for its staff, State staff, and MC staff to serve as the official Project site. Within thirty (30) calendar days of the execution of a contract between the State and the MC, the MC is required to have all appropriate staff on-site and equipped at the Project site. As the State intends to have the MC on board prior to the IC, the MC may be housed temporarily at a DHR State Office facility in Montgomery, Alabama, until the IC has procured acceptable office space to serve as the Project site. The State will provide office space free of charge for up to three (3) MC staff for the period of time between MC contract award and the IC securing suitable office space. The MC will be responsible for all equipment and supplies for its staff but will be allowed to utilize the State network, printers, and copiers.

1.5 CONTRACT TERM

The State's intent is that the contract term for the MC match that of the IC, except for the one-year warranty period. As the MC is being procured prior to the selection of the IC, the exact start date and length of the IC's contract cannot be determined with specificity at this time. For the purposes of the MC contract, vendors should assume that the contract term is for a period of thirty (30) months from the date of contract execution. Once the Project is underway and the schedule is more definite, the MC contract term will be more clearly defined. A contract term significantly shorter or longer than thirty (30) months will be considered grounds for re-negotiation of the payment terms and schedule.

1.6 SINGLE POINT OF CONTACT

From the date this RFP is issued until a vendor is selected and the selection is announced by the Procurement Officer, all communication must be directed to the Procurement Officer in charge of this solicitation. **Vendors must not communicate with any State staff or officials regarding this procurement with the exception of the Procurement Officer.** Any unauthorized contact may disqualify the vendor from further consideration. Contact information for the single point of contact is as follows:

<i>Procurement Officer:</i>	Starr Stewart – Policy, Planning, and Research
<i>Address:</i>	Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, Alabama 36130-4000
<i>Telephone Number:</i>	(334) 353-4744
<i>E-Mail Address:</i>	<u>ssstewart@dhr.state.al.us</u>

1.7 REQUIRED REVIEW

1.7.1 REVIEW RFP

Vendors should carefully review the RFP and all attachments. The RFP will be posted on the DHR website at www.dhr.state.al.us.

1.7.2 FORM OF QUESTIONS

Vendors with questions requiring clarification or interpretation of any section within this RFP may submit questions and receive formal, written replies from the State. Questions must be

submitted to the Procurement Officer via email on or before 5:00 p.m. on Monday, July 17, 2006.

Each question must be submitted to the Procurement Officer via email and provide clear reference to the RFP section, page, and item in question. Vendors must submit all questions in a single email message to the Procurement Officer. Questions received after the deadline will not be considered.

1.7.3 STATE'S ANSWERS

The State will provide an official written answer by Monday, July 24, 2006, to all questions received by 5:00 p.m. on July 17, 2006. The State's response will either provide clarification of the applicable issue or be in the form of a correction, for answers that substantially modify the RFP. Vendor questions and the State's responses, as well as any formal written addendum, will be posted on the State's website along with the RFP at www.dhr.state.al.us by the close of business on the date listed.

1.8 LETTER OF INTENT TO PROPOSE

Vendors who wish to submit a proposal in response to this RFP must submit a Letter of Intent to Propose to the Procurement Officer by 12:00 p.m., Central Time, on Wednesday, July 12, 2006. The Letter of Intent to Propose must include:

- The vendor's name and mailing address;
- Name and E-mail address for designated point of contact;
- Telephone and Fax numbers for designated point of contact;
- A statement verifying that the company may submit a proposal and wishes to receive any further information issued by the State about this procurement;
- An official signature from an individual authorized to bind the company.

Submittal of the intent to propose by electronic mail is acceptable. Electronic notices of intent must reference the RFP by title and number and must be sent to the Procurement Officer at www.ssstewart@dhr.state.al.us. An electronic submittal must be followed by a hard copy of the document.

Given the large number of vendors who may qualify to submit a proposal, the State wishes to compile a list of vendors who have interest in this procurement and who may choose to submit a proposal. Such a list will facilitate communication with interested vendors. The submittal of a Letter of Intent to Propose does not require a vendor to submit a proposal or otherwise bind the vendor in any way. Submitting a Letter of Intent to Propose will be considered a mandatory condition to submitting a proposal and also ensures receipt of written responses issued by the State to vendors' questions, comments, and any amendments to the RFP. Failure to submit a Letter of Intent to Propose by the deadline specified will be considered a declination to submit a proposal and will result in the rejection of the vendor's proposal if one is subsequently submitted.

1.9 GENERAL REQUIREMENTS

1.9.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, vendor agrees to acceptance of the standard terms and conditions as set out in this RFP. Requests for additions or exceptions to the standard terms and conditions are not allowed. Where there are discrepancies found among the documents, the Contract terms and conditions will take precedence over those of this RFP, and the RFP terms and conditions will take precedence over those within the vendor proposal.

1.9.2 DISCLOSURE STATEMENT

Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama without submission of a completed Disclosure Statement to the Alabama Division of Purchasing. Disclosure Statements may be downloaded from the Alabama Purchasing website at www.purchasing.alabama.gov.

1.9.3 MANDATORY REQUIREMENTS

All requirements set forth in this procurement are considered mandatory. To be eligible for consideration, a vendor's proposal must meet all requirements in this RFP. The State will determine whether a vendor's RFP response complies with the requirements. RFP responses that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.9.4 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.9.5 PRIME CONTRACTOR/SUBCONTRACTORS

If a contract is awarded, the vendor selected to be the prime contractor shall be responsible in total for all work of any subcontractors. The vendor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the State. The vendor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

If a proposing vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors, portions of the work the subcontractors will perform, and background and experience qualifications as set out in Section 5.1.3.2 (Subcontractor Profile). A vendor's failure to provide this information may cause the State to consider its proposal non-responsive and reject it.

1.9.6 VENDOR'S SIGNATURE

The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.9.7 OFFER IN EFFECT FOR 180 DAYS

A proposal may not be modified, withdrawn or canceled by the vendor for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and vendor so agrees in submitting the proposal.

1.9.8 KEY PERSONNEL

Key personnel commitments made by the vendor shall not be modified or removed without prior written approval of the State unless due to resignation, military recall or activation, or death, in which case the State shall be notified as soon thereafter as is practicable. Replacements proposed by the vendor for vacated key personnel positions must be presented to the State within thirty (30) days of departure and are subject to the approval of the State. The State shall have the right to require the vendor to remove any individual from assignment to this project, but only for cause and with reasonable notice. If the vendor removes key personnel from the project without prior approval, penalties may be applied at a rate of \$25,000 per occurrence. The State may withhold payment of otherwise acceptable deliverables if the key positions remain vacant for more than sixty (60) days.

1.10 SUBMITTING A PROPOSAL

1.10.1 ORGANIZATION OF PROPOSAL

Vendors must submit a signed copy of the RFP cover sheet to respond to this RFP. Vendors must label each RFP response item with the associated RFP section and subsection numbers that respond to the requirements identified in Sections 3 and 4. For example, the vendor's proposed QA Work Plan must be labeled 3.2.

1.10.2 FAILURE TO COMPLY WITH INSTRUCTIONS

The State may deem non-responsive, and thus disqualify from further consideration, any proposals that do not follow the instructions set out in this RFP or are missing any requested information.

1.10.3 PRICE SHEETS

Vendors must respond to this RFP by utilizing the Vendor Price Sheets found in Appendix D. These price sheets will be used as the primary representation of each vendor's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the vendor's cost/price.

1.10.4 SEPARATE COVER

Vendor Cost Proposals (Price Sheets) and Vendor Technical Proposals must be submitted in separately sealed containers. No pricing information shall be included in the Vendor Technical Proposal document. Inclusion of Price Sheet amounts in the Vendor Technical Proposal document shall make the entire proposal non-responsive.

1.10.5 COPIES REQUIRED

Vendors must submit the following versions of their Price Sheets and Technical Proposal documents to Policy, Planning and Research:

- One (1) original document with original signatures in ink;
- Seven (7) hard copies of the original paper document;
- One (1) electronic (PDF preferred) copy of the document on CD or DVD clearly labeled with the vendor name.

The Price Sheets and Technical Proposals must be submitted under separate cover as set out in Section 1.9.4 above. Thus, each container will include one original document, plus seven hard copies and one electronic copy of the original document.

1.10.6 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP 2006-100-08. *Proposals must be received at the receptionist's desk of the Planning Division by 12:00 p.m. on Monday, August 07, 2006. Facsimile responses to requests for proposals are NOT accepted.*

1.10.7 LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated date and time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

1.11 COST OF PREPARING A PROPOSAL

1.11.1 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the vendor. The State is not liable for any expense incurred by the vendor in the preparation and presentation of their proposal or any other costs incurred by the vendor prior to execution of a contract.

1.11.2 ALL TIMELY SUBMITTED MATERIALS BECOME STATE PROPERTY

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and vendor resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.) and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.2 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the State encourages free and open competition among vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies. As set out in Section 1.5.8 of the SACWIS RFP, vendors are prohibited from submitting a proposal in response to this QA RFP if a proposal was submitted in response to the SACWIS RFP: "[a] Vendor will not be allowed to submit proposals to provide both ASSIST Implementation and ASSIST quality assurance services, whether as prime contractor and/or subcontractor. By submitting a proposal in response to this RFP, vendor agrees that it will not be a candidate for the QA/IV&V Contract".

2.3 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.4 IMMIGRATION STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix E* on the IMMIGRATION STATUS of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.5 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.5.1 PUBLIC INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the signing of contracts. The sole exceptions to this are as follow: (1) trade secrets meeting the

requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any company financial information requested by the State to determine vendor responsibility, unless prior written consent has been given by the vendor.

2.5.2 PROCUREMENT OFFICER REVIEW OF PROPOSALS

Upon opening the proposals received in response to this RFP, the Procurement Officer in charge of the solicitation will review the proposals and separate any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- The proposal does not contain confidential material in the cost or price section;
- An affidavit from a vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Counsel must use the State "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is included in this RFP as Appendix C.

Information separated under this process will be available for review only by the Procurement Officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.6 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.6.1 INITIAL CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive at any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

Proposals failing to demonstrate that the vendor meets the mandatory requirements will be deemed non-responsive and not considered further in the evaluation process.

2.6.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State.

2.6.3 COMPLETENESS OF PROPOSALS

Selection and award will be based on the vendor's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by the State in this RFP. Information or materials presented by vendors outside the formal response or subsequent discussion/negotiation of a "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the vendor being disqualified from further consideration.

2.6.4 OPPORTUNITY FOR ADDITIONAL INFORMATION

The State reserves the right to contact any vendor submitting a proposal for the purpose of clarifying issues in that vendor's proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the State's review of a vendor's proposal. Upon receipt of all proposals, the State may conduct a comprehensive review and evaluation process resulting in a subset of the proposals being designated as "reasonably likely to award." Vendors whose proposals are determined "reasonably likely to award" may also be required to make an oral presentation at DHR headquarters in Montgomery, AL, to clarify their RFP response or to further define their offer. Oral presentations, if requested, shall be at the vendor's expense. The State's intent with regard to the oral presentation is to gauge the level of competence of proposed staff. Thus, the presentation must be conducted by the key staff proposed in the vendor's proposal.

2.6.5 BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, based on price/cost alone.

2.7 STATE'S RIGHTS RESERVED

While the State intends to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP, if it is deemed by the State to be in its best interest to do so;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the State to be in its best interest to do so;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the State determines that such award is in the best interest of the State (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP. Amendments to the RFP will be made by written addendum issued by the State and will be posted on the RFP website;
- Not award if it is in the best interest of the State not to proceed with contract execution;
- If awarded, terminate any contract if the State determines adequate State funds are not available.

All contracts awarded by this State are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: PROJECT SCOPE

3.1 STATEMENT OF WORK

The State seeks a qualified vendor to monitor the progress of the SACWIS development project, assess the compliance of all parties with the terms of the contract (which includes the State's implementation RFP, the winning proposal, the legal contract document and any other attachments and/or addenda that have been included in the final contract), advise the State of potential problems, recommend corrective action, and provide an independent source of information on the status of the Project for State and Federal decision makers.

The State believes that the first few weeks of work of the MC are critical for establishing a sound working relationship within the State Project Team. The MC staff must review the available Project documentation, particularly the winning implementation proposal, to familiarize themselves with the scope, requirements and methodology that will be used during the course of the Project.

The State will provide overall guidance and direction to the Project. The State will maintain ultimate responsibility for the management of the Project and takes ownership and responsibility for its success. The State understands that successful completion of the Project is dependent on the establishment of close and cooperative working relationships among the State, IC, and the MC. The MC will be required to provide the day-to-day management and administrative support for its staff and activities.

3.2 QA WORK PLAN

The MC must develop and maintain an up-to-date QA Work Plan of all Project tasks, activities and resources including a project schedule detailing estimated start and completion dates, actual start and completion dates, estimated and actual task hours, the resource(s) allocated for each task, any predecessors or dependencies associated with the task, and completion percentages for all in-process tasks. The State expects that the QA Work Plan will be documented and updated on an on-going basis to reflect the current status of the Project. Both the State and the IC will provide the MC with the information and assistance necessary to timely and thoroughly verify and validate project status and quality/accuracy of deliverable work products. A baseline QA Work Plan must be submitted as part of the MC's proposal in response to this RFP. It is understood that this Plan will be modified when the IC is selected.

The QA Work Plan of the selected QA proposal will serve as the basis for the plan to be used throughout the Project. The QA Work Plan must be updated and submitted in electronic and paper form to the State for approval within thirty (30) business days of the IC's start date. The QA Work Plan must meet the following general requirements:

- Must detail the MC's plans and approaches to completing all tasks described herein;
- Must be updated in conjunction with the weekly, monthly and quarterly reporting requirements throughout the Project;

- Must allow the State a minimum of ten (10) business days to review the MC's deliverables (the weekly, monthly and quarterly status reports do not require a ten-day deliverable review).

3.3 DELIVERABLE REVIEW

Completed deliverables and all supporting documentation shall be submitted for review and approval by the State on or before the dates specified in the QA Work Plan. The State shall review each deliverable submitted and shall determine within ten (10) business days of receipt whether or not the deliverable is acceptable. The State reserves the right to add additional review time, not to exceed a total of twenty (20) business days, to any deliverable submitted by the MC that exceeds two-hundred (200) pages, including supporting documentation.

The Project Director will notify the MC in writing when a deliverable is accepted by the State. If a deliverable or any portion of a deliverable is not acceptable to the State, the Project Director shall notify the MC in writing. The written notice shall contain a detailed analysis and explanation of the deficiency(ies) leading to the State's rejection. From the point the notice of deficiency is issued, the MC shall have five (5) business days to cure the deficiency(ies) and resubmit the deliverable to the State. The State shall review the resubmitted deliverable within five (5) days and communicate its acceptance or rejection to the MC in writing. Repeated failure to timely submit acceptable deliverables shall be adequate cause for the State to exercise the penalty provisions of the contract up to and including termination.

The State reserves the right to reject deliverables that are late, don't address the deliverable topic sufficiently, or are deficient in some other technical capacity. However, the independence of the MC in this project is of paramount importance. Thus, the State will not reject an MC deliverable based on conclusions reached or content alone. So long as the deliverable is completed timely and in a format and manner agreed upon at the outset of the Project, the State will not reject it based on the findings or recommendations of the MC.

QA services are necessary to establish the appropriate quality assurance and control efforts for this project, independent of the IC's efforts. For each of the deliverables described below, the proposal should address methodologies to be used, time lines, staffing levels, and other pertinent information in order to implement the scope of work to achieve full compliance with all tasks and deliverables. The MC's response for each of the items must include a detailed narrative, and a QA Work Plan which addresses how the services defined in the scope of work are to be delivered. The deliverables set out in Section 4 of the SACWIS RFP must be reviewed by the MC and included in the QA Work Plan. The SACWIS RFP to procure the Implementation Contractor is specifically incorporated here as a part of the MC's scope of work.

3.4 PLANNING AND INITIATION TASKS AND DELIVERABLES

Vendors must describe in detail the methodology that will be implemented to ensure that the following activities and deliverables will be completed within forty-five calendar (45) days of the MC's start date:

3.4.1 STATE'S STRUCTURE AND BUSINESS PRACTICES

The MC must familiarize MC staff with the structure and business practices of the Department of Human Resources' Family and Children's Services and Adult Protective Services divisions

through State-facilitated county office visits, reviewing documentation, and other methods as approved by the State.

3.4.2 REVIEW OF ACF MATERIALS

The MC must review all appropriate ACF-provided materials, including but not limited to the SACWIS Review and Assessment Guide (SARGe), ACF Program Instructions (PI), Action Transmittals (AT), and Information Memoranda (IM).

3.4.3 PROJECT MANAGEMENT PLAN

The MC must develop a project problem/issue management plan that will be used to track issues noted by the MC as requiring resolution. This tool shall track all open items and indicate who is responsible for the resolution, action needed, and due date.

3.4.4 REVIEW AND EVALUATION OF PROJECT STRUCTURE

The MC must review and evaluate the overall project structure and assess the State's ability to perform and meet the goals and objectives as set out in the SACWIS RFP. Part of this task will be a review and assessment of the Gap Analysis regarding the adequacy of the State's resources and skills dedicated to this Project. This analysis is scheduled to be conducted shortly and will be made available to the MC at the beginning of the engagement.

3.4.5 APPROVAL OF DELIVERABLE FORMATS

The MC must prepare and obtain State approval of the procedures to be used in the QA review of Project plans, schedules, activities, and deliverables of the selected IC. The MC shall also obtain Department approval of the formats for all status reports. The MC shall utilize document tracking tool(s) approved or specified by the State and develop the document control procedures to be used for all Project reviews and reports. These procedures are to ensure that critical Project documentation is maintained in a structured and secure manner.

The following deliverables must be completed within forty-five (45) days of the IC's start date:

3.4.6 ASSESSMENT OF PROJECT PLAN

The MC must review the proposal of the IC selected by the State and provide the State with an assessment of the adequacy and feasibility of the Project plan and schedule proposed by the IC. This assessment should provide specific areas of concern, if any, the rationale for the concern and recommendations for specific mitigation strategies, if appropriate; (**Note: The MC will have no role in evaluating the proposals received by the State in response to the SACWIS RFP.**)

3.4.7 SYNCHRONIZE QA WORK PLAN

The MC must modify and synchronize the QA Work Plan with the winning IC proposal.

3.4.8 REVIEW AND EVALUATION OF PROJECT MANAGEMENT METHODOLOGY

The MC must review and evaluate the proposed Project management methodology of the IC to ensure that it follows industry standards and adequately addresses all components of the system development process.

3.4.9 REVIEW AND EVALUATION INSTALLATION OF FOUNDATION SYSTEM

The MC must review and evaluate the installation and configuring of the IC's foundation system (if a foundation system exists).

3.5 DEVELOPMENT TASKS AND DELIVERABLES

3.5.1 ASSESSMENT OF VENDOR PERFORMANCE

The MC must monitor and assess the overall performance of the IC and the State to determine if each is performing in accordance with the terms of the Contract. The sections below provide specific examples of how this is to be done. The vendor should specify in its proposal any additional tasks that are needed in order to accomplish this goal.

3.5.2 REVIEW AND EVALUATION OF PROJECT DELIVERABLES

The MC must review and evaluate all IC and State deliverables as set out in Section 4: Scope of Work of the SACWIS RFP, and any additional deliverables proposed by the IC and agreed to by the State. The MC shall attend and participate as appropriate in design sessions, meetings, walkthroughs, etc. The MC will issue a written report as to the degree to which each IC deliverable meets State requirements and the terms of the Contract, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation. The MC shall recommend corrective action when activities or deliverables fail to achieve the standards established in the SACWIS RFP, the IC's proposal, or the Contract.

3.5.3 REQUIREMENTS TRACEABILITY MATRIX

The MC must utilize the State's Requirements Traceability Matrix (RTM) to map to ACF SACWIS requirements to ensure that all federal requirements are addressed.

3.5.4 SARGE UPDATES

The MC must update the SARGE on an ongoing basis as deliverables are accepted by the State to keep the document current.

3.5.5 DOCUMENTATION OF DEFICIENCIES

During initial/interim ACF site visit, MC must document any deficiencies identified by ACF and ensure they are addressed prior to implementation.

3.5.6 REPORTING REQUIREMENTS

The MC must submit a status report to the State on a weekly basis including at least the following items:

- 3.5.6.1** An overview of key project events occurring in the prior week;
- 3.5.6.2** A discussion of any departures from the project schedule along with the reasons for the departures and recommendations for getting back on schedule;
- 3.5.6.3** A preview of critical project events coming up in the near future;
- 3.5.6.4** An overview of staffing changes or concerns;
- 3.5.6.5** A listing of all open action items;
- 3.5.6.6** An overview of any identified risk factors;
- 3.5.6.7** An overview of resolutions to any action items or issues since the last report;
- 3.5.6.8** A general overview of the project status.

3.5.7 QA STATUS AND ACTIVITY REPORTS

Vendors must clearly describe the methodology they will employ to meet the following requirements and to analysis the feasibility of the ongoing activities. The MC will be required to submit a monthly QA Status and Activity Report that includes the major QA activities

accomplished for the current reporting period and QA activities planned for the next review period. This report will be provided to the Executive Committee as well as to ACF. The report should include an assessment of the effectiveness of the IC and the State and provide definitive answers to the questions in the following areas:

- 3.5.7.1** Have constraints and their potential impact on the organizational structure been identified?
- 3.5.7.2** Is information channeled effectively? Is feedback processed appropriately?
- 3.5.7.3** Is there an adequate level of stakeholder participation?
- 3.5.7.4** Has there been a quantitative assessment of staffing levels to ascertain the appropriate level of involvement? Are individuals participating at the expected level?
- 3.5.7.5** Is a formalized critical path in place? Is it inclusive? Are directional changes incorporated at point of occurrence?
- 3.5.7.6** What is the proactive methodology for ensuring that timeframes are met and potential delays are identified?
- 3.5.7.7** Are key determinations made at the appropriate juncture, at the appropriate level, and do they produce the appropriate solution?
- 3.5.7.8** Are the milestones valid? Will they be achieved based on the existing detailed work plans?
- 3.5.7.9** Are the appropriate techniques and procedures being utilized for problem resolution?
- 3.5.7.10** Do deadlines reflect current Project status, are they being met, and are they reasonable?

3.5.8 SUMMARY REPORTS

The MC must provide the State with a summary report within two business days upon the occurrence of any of the following circumstances:

- 3.5.8.1** Any and all significant or serious deficiencies, risks, or concerns with the SACWIS' quality, design, development or implementation;
- 3.5.8.2** Any other circumstances which have caused or may cause a negative impact on the Project, the SACWIS, its design, development, implementation, cost, or time for completion.

3.5.9 PREPARE AND SUBMIT APD

The MC must prepare and submit to ACF annual Advanced Planning Document Updates (APDU) and any needed As-Needed APDs for the SACWIS implementation for the duration of the contract period.

3.5.10 RISK ASSESSMENT

The MC must deliver risk assessment and Project status presentations to the Executive Committee, Steering Committee, and other stakeholders on an as-requested basis. The purpose of this task will be to provide the committee members and stakeholders with a verbal and written assessment of the Project status and make recommendations on any risk mitigation or corrective action necessary to keep the Project on schedule.

3.5.11 WEEKLY STATUS MEETINGS

The MC must attend and participate in weekly Project status meetings with the State and IC and identify any other threats to the Project schedule and/or to the Project plan and recommend mitigation strategies.

3.6 TESTING TASKS AND DELIVERABLES

3.6.1 SYSTEM VERIFICATION AND VALIDATION

The MC must assist the State in verifying and validating that all development, testing, and installation of software is done in such a manner that it meets all the functional and technical requirements of the system and is compliant with any relevant Federal requirements.

3.6.2 CONFIGURATION MANAGEMENT AND TRACKING

The MC must ensure that appropriate configuration management and tracking is established and that software defects are addressed in a timely fashion.

3.6.3 INDEPENDENT CAPACITY SIMULATION MODELS

The MC must assist the State in determining if IC conducted independent capacity simulation (load/performance) models are adequate.

3.6.4 PRIORITIZE SOFTWARE DEFECTS

The MC must recommend priority for fixes and enhancements for software defects and other issues that arise during the life of the project.

3.6.5 TRAINING ADJUSTMENTS

The MC must make recommendations regarding training adjustments as necessary.

3.6.6 RESPONSES TO DISCREPANCIES

The MC must review and report on the sufficiency of the IC's written response to discrepancies identified during the life of the Project with particular emphasis on testing.

3.6.7 MONITOR COMMUNICATION

The MC will monitor all communications between the State and IC related to technical issues that arise during the course of the Project.

3.6.8 ASSESS THE IMPACT OF CHANGES

The MC must assess the impact of changes being proposed to the IC scope of work and determine how the change will impact the schedule of the Project, whether the change is necessary, and how the change affects work already completed.

3.7 IMPLEMENTATION TASKS AND DELIVERABLES

3.7.1 Go/No Go POINTS

The MC must make recommendations as to the appropriateness of decisions made at identified go/no go points with particular emphasis on when or whether to continue rollout beyond Pilot.

3.7.2 USER SATISFACTION

The MC must gauge user satisfaction with the system during pilot testing and implementation. The MC must describe in detail the processes and the functions they will initiate as an independent analyst of user issues and concerns that need to be brought to the attention of the State.

3.8 CLOSEOUT TASKS AND DELIVERABLES

3.8.1 POST IMPLEMENTATION REPORT

The MC must prepare a post implementation report that provides information regarding the benefits and success of the system, identifies future risks to the system, verifies that all Project artifacts are in place and under appropriate configuration management, and provides lessons learned which can be used for subsequent system development projects.

3.8.2 SARGE PREPARATION

The MC must review the SARGE and prepare the State's responses. This task includes assuring that all necessary artifacts are in place to prepare the material for the SARGE. The specific timing of this activity will be determined at a later date. It is anticipated that it will be prepared in conjunction with an interim Federal visit that will occur prior to full system implementation.

SECTION 4: STAFFING

4.1 STAFFING REQUIREMENTS

The MC must propose adequate personnel on-site at the Alabama SACWIS Project location to assure an on-time, on-budget implementation that meets all State requirements. The MC's staff shall be available after hours on an as-needed basis. The vendor will assure that on site staff are available for meetings, discussions, etc. as required. Not all work will be required to be done on site. The vendor's proposal should clearly indicate work that will be done off site. The State reserves the right to approve the location of all work done under this procurement. No approval will be given for any work to be done offshore. The State reserves the right to approve all individuals assigned to this project. Proposals submitted without the required resumes will be eliminated from consideration.

4.2 STAFFING ASSURANCES

Vendors must propose to provide staffing levels sufficient to ensure effective quality assurance processes and monitoring activities. The proposed individuals should possess the requisite skills and certifications for the roles they are filling. At a minimum, all individuals proposed must:

- Be proficient in written and spoken English;
- Possess advanced writing, verbal, and presentation skills;
- Be able to work independently, leverage previous experience, and lead specific tasks;
- Be knowledgeable in system requirements definition and analysis, system design, project management, test plan definition and execution, and performance measurement; and
- Provide staffing resources with experience in large-scale government system implementation.

4.3 PROPOSED PROJECT PERSONNEL

Vendors must identify the personnel who will be assigned to this project and state their duties and responsibilities. Vendors must propose at a minimum the following personnel:

4.3.1 QA PROJECT MANAGER

QA Project Manager - minimum of five (5) years experience in large-scale government system implementations and at least five (5) years experience in QA/IV&V for a total of ten (10) years experience overall.

4.3.2 SENIOR ANALYST

Senior Analyst(s) – minimum of three (3) years experience in large-scale government system implementations and at least three (3) years experience in QA/IV&V for a total of six (6) years experience overall.

4.4 PRIMARY MC CONTACT

Vendors must propose a QA Project Manager who will be available full time for the duration of the Project. This individual will be the primary MC contact for the State.

4.5 OTHER ASSIGNMENTS

Vendors must disclose other projects to which the personnel are assigned and indicate the time allocated for each project. It is the State's intent that the named individuals be available for the duration of this Project.

4.6 PROJECT STAFF RESUMES

Vendors must provide resumes for all individuals proposed for this Project. The resumes must include relevant experience in providing consulting services for large system projects. Resumes shall include at a minimum:

- An overview of the candidate's experience with the MC;
- An overview of the candidate's experience relating to large system and government projects;
- Names, positions, and current telephone numbers of three (3) individuals who can provide information on the proposed staff member's experience and competence;
- A summary of the candidate's relevant project experience with customer names, contact information, time periods and a brief description of project scope;
- An overview of the candidate's educational background. (**Note:** *Education may not be substituted for experience.*)

4.7 PROJECT ORGANIZATION CHART

Vendors must provide a project organization chart showing all personnel by name and classification who will be assigned to this work and their related responsibilities. If part-time staff is proposed, this chart should also show their percentage of work availability to the contract effort and the timing for when the resource would begin and end work on the Project. This requirement is discussed in greater detail in the following section.

4.7.1 SUBCONTRACTORS

Vendors must describe the extent to which subcontractors will be used to comply with contract requirements. If subcontractors are to be used, please submit qualifications of personnel who will be directly involved with the implementation and on-going support of the Contract. Resumes are required for all subcontractor personnel. This requirement is discussed in greater detail in the following section.

SECTION 5: VENDOR PROPOSAL REQUIREMENTS

5.1 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the Vendor to perform the services specified in this RFP. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the State that the Vendor is properly qualified to carry out the obligations of the contract.

5.2 VENDOR INFORMATIONAL REQUIREMENTS

In determining the capabilities of a Vendor to perform the services specified herein, the following informational requirements must be met by the Vendor. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.

Vendors must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the Client References requirement would be labeled 5.2.2.1). Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

5.2.1 MANDATORY VENDOR REQUIREMENTS

The proposing Vendor shall provide a brief statement attesting that it meets all mandatory requirements, including:

- Five (5) years experience providing QA services for system development projects of similar size, scope, and complexity as is being undertaken here;
- Two (2) years experience providing QA services on government information systems project(s);

Based on the content of the Vendor's proposal, the State will independently determine whether the intent of these mandatory requirements has been met. Vendors that do not meet the minimum prior experience requirements will be deemed non-responsive (and thereby rejected).

5.2.2 REFERENCES

The proposing Vendor shall provide a minimum of three (3) client references. In addition, the Vendor must provide a list, if any, of all current contractual relationships with the State of Alabama and all those completed within the previous three-year period.

5.2.2.1 Client References Vendor shall provide a minimum of three (3) references for projects of similar size and scope for which the Vendor served as the prime QA contractor, preferably within the last five (5) years. These references may be contacted to verify Vendor's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor shall provide (referencing the subsections in sequence):

- a) The company name of the reference;
- b) The location where the services were provided (city, state);
- c) Primary and secondary contact name, title, telephone number, and e-mail address of the client reference;
- d) A complete description of the project;
- e) Description of the Vendor's role in the project;
- f) Beginning and end dates of the project;
- g) Maximum number of Vendor staff assigned to project at one time;
- h) List of any Vendor-supplied contract staff also expected to be assigned to the proposed AL SACWIS project, their roles in the referenced client contract, and start and end dates of their individual involvement.

5.2.2.2. State of Alabama Contracts In addition to the three required references as set out in Section 5.2.2.1 above, the Vendor shall provide a list, if any, of all current contractual relationships with the State of Alabama and all those completed within the previous three-year period. The listing shall include (referencing the subsections in sequence):

- a) Contract number;
- b) Time period of the project and/or contract;
- c) Procuring State agency;
- d) Description of project;
- e) Description of Vendor's role in project;
- f) Total contract dollars awarded to Vendor;
- g) Maximum number of Vendor staff assigned to project at one time;
- h) List of any Vendor-supplied contract staff also expected to be assigned to the proposed AL SACWIS project, their roles in the previous State contract, start and end dates of their individual involvement;
- i) State contact name and telephone number for each reference.

5.2.3 VENDOR PROFILE AND EXPERIENCE

5.2.3.1 Prime Vendor Vendors shall specify how long the company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor shall provide an organizational profile including: number of employees, longevity of employees, client base, any mergers, acquisitions, or sales of the Vendor company within the last ten years, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

5.2.3.2 Subcontractor(s) For each proposed subcontracting firm, the Vendor shall provide the following information (referencing the subsections in sequence):

- a) Subcontracting firm name;

- b) Complete address of the subcontractor;
- c) Project tasks to be conducted by the subcontractor;
- d) Percentage of total project and task-specific work the subcontractor will be providing;
- e) A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract;
- f) Three references for the subcontractor as outlined for the Prime Vendor in RFP Section 5.2.2.1 above. At a minimum, one of the references should be for projects of similar size and scope where the subcontractor has provided products or services similar to those proposed;
- g) A list, if any, of all current subcontractor contractual relationships with the State of Alabama and all those completed within the previous three-year period, as outlined for the Prime Vendor in RFP Section 5.2.2.2 above;
- h) Resumes of key subcontractor staff to be assigned to the State of Alabama SACWIS project;
- i) Method of monitoring subcontractor's progress on deliverables.

5.2.4.2. Project Organization and Staffing The Vendor shall provide a project organization chart which identifies the proposed project team and personnel that would be assigned to this contract. For each management and staff position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

- a) Title;
- b) Description of Project Role and Responsibilities;
- c) Percentage of time assigned to State of Alabama SACWIS project;
- d) Percentage of time spent in Montgomery, AL;
- e) Resume detailing the individual's relevant project experience as it relates to this RFP;
- f) Designation of the individual as a contract employee (compensation paid by an organization other than the Vendor submitting this proposal) or staff (compensation paid by the Vendor submitting this proposal);
- g) Two references, listing project description, individual role, dates of assignment, and primary and secondary contact email and phone.

5.2.4.5 Vendor Financial Stability Vendors shall provide documentation of financial responsibility and stability by: (1) providing financial statements, preferably audited, for the three (3) consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by the most recent annual report.

SECTION 6: COST PROPOSAL

6.1 COST PROPOSAL

The State of Alabama will only accept firm and fixed cost bids for this Project. The vendor should provide a firm fixed price for the projected thirty (30) month term of the contract.

However, at this time, the begin-work date for the IC cannot be known with certainty. As the State wishes the MC to be on site prior to the IC start date, it is possible that there may be an unanticipated delay in the execution of the contract with the IC and thus a delay in the IC's begin work date. If this should occur, the State and the MC may mutually agree to negotiate a time and materials amendment which shall address the period after which the MC has completed the agreed upon initial activities but prior to the initiation of work by the IC.

6.2 PRICE SHEET TEMPLATE PART I: TOTAL FIXED PRICE

Vendors must complete the Price Sheet Template Part I (Appendix D) setting out the total fixed Project cost. The State shall not be responsible for any expenses of the vendor. As such, vendors must include all expenses, including travel and lodging, when preparing Cost Proposals. Vendors must use the Price Sheet Template to submit proposed costs. A statement must be included on each page of the cost proposal that verifies that the prices quoted shall be effective through the end of 2009.

***Note:** All proposals must be on a fixed cost basis for specific deliverables. No time-and-materials contracts will be considered.*

6.3 PRICE SHEET TEMPLATE PART II: HOURLY RATES

During the course of the contract, the State may identify additional work that was not included in the original scope of work but of importance to the progression of the Project. Vendors must provide hourly rates for workers to apply for the calendar years 2006-2009. These rates should be classified by position; i.e., QA Manager, Senior Analysts, Subject Matter Experts, etc.

A statement must be included on each page of the Price Sheet Template Part II that verifies that the prices quoted shall be effective through the end of 2009.

SECTION 7: EVALUATION CRITERIA

7.1 EVALUATION CRITERIA

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria including, but not limited to, cost. The evaluation committee will review and evaluate proposals based on **a maximum possible value of 1000 points. Technical Proposals** will be evaluated based on the following scoring guide, while **Cost Proposals** will be evaluated based on the criteria set forth below in Section 6.2:

7.2 TECHNICAL EVALUATION.....750 POINTS OR 75%

7.2.1 THE FIRM - 100 POINTS OR 10%

Stability – A maximum of 25 points will be awarded based on a review and assessment of the vendor's most recent certified annual report, financial statement, and/or other evidence of company's financial status. The evaluation will focus on the company's financial stability and the degree of corporate, financial, and technical resources at the company's disposal to be drawn upon in meeting the objectives of this engagement.

Experience – A maximum of 75 points will be awarded based on vendors' relevant and recent experience in providing QA services associated with the design, development, and implementation of large-scale, complex web-based enterprise systems, particularly in state government settings.

7.2.2 PROJECT STAFFING - 250 POINTS OR 25%

Qualifications – A maximum of 100 Points will be awarded following an assessment of vendors' proposed staff in the areas of education, certifications, and training background.

Experience - A maximum of 100 points will be awarded based on vendors' staff members with recent and sustained QA experience in projects of similar scope. Proposals will be reviewed for instances of project staff member's knowledge and experience with large-scale government projects, specifically in the state government settings.

Structure – A maximum of 50 points will be assigned based on an evaluation of the vendor's approach to project organization and staffing. The quantity and quality of staff proposed will be assessed as well as the appropriateness and value of the role/responsibilities each staff member is assigned on the project team. A staffing approach that balances on-site full-time personnel with "just-in-time" as-needed expertise is preferred. The State requires at least one full-time QA staff member to be housed at the Project site.

7.2.3 PROJECT UNDERSTANDING - 100 POINTS OR 10%

Understanding of Project – A maximum of 100 points will be allocated based upon the degree to which proposals demonstrate an understanding and awareness of the QA needs and objectives of the State during the SACWIS project. Vendors' proposals should establish a clear understanding of the scope and complexity of the Project and lay out a strategy for managing the volume of work that will be required to provide comprehensive QA services for the Project.

7.2.4 QA PROJECT APPROACH - 300 POINTS OR 30%

Methodology – A maximum of 150 points will be awarded for proposals that delineate a logical, clear, and detailed methodology for providing QA services for all aspects of the Project and in meeting all MC deliverables. The methodology must include an explanation of the MC’s approach to providing QA services during either an incremental rollout or a “big bang” implementation. Approaches emphasizing thorough analysis and detailed documentation will yield additional points.

Controls – A maximum of 150 points will be allocated for proposals with management controls that are sufficient to ensure successful completion of all QA tasks. Assumptions and constraints must be openly revealed as well as a discussion of the process for the QA Project Manager to obtain needed resources, the flexibility to adapt to a changing Project environment, and sound QA controls.

7.3 COST EVALUATION250 POINTS OR 25%

The State of Alabama will only accept firm and fixed cost bids for this Project. The vendor should provide a firm fixed price for the projected thirty (30) month term of the contract. This figure shall be used for evaluation purposes.

The lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 25. Vendor A’s cost is \$20,000. Vendor B’s cost is \$25,000. Vendor A would receive 25 points, Vendor B would receive 20 points ($\$20,000/\$25,000 = 80\% \times 25$ points = 20).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Vendor's Total Cost}} \times \text{Number of Available Points} = \text{Award Points}$$

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental

department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.state.al.us.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)

.....
.....).

County of _____)

_____ (Affiant), being first duly sworn under oath, and
representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.
3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:
 - (a) trade secrets meeting the requirements of the Act; and
 - (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.
4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:
 - (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
 - (b) the proposal may not contain trade secret matter in the cost or price; and
 - (b) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.
5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.
6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from

another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature.....

Signed and sworn to before me on _____

.....

(date) by _____

.....

.....

(Affiant's name).

Name of Notary Public: _____

.....

.....

_____ for the

Department of: _____

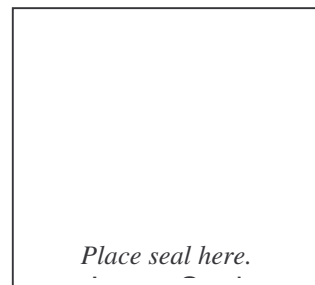
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My Commission Expires: _____

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APPENDIX D: VENDOR PRICE SHEETS
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**ALABAMA DEPARTMENT OF HUMAN RESOURCES
REQUEST FOR PROPOSALS
SACWIS PROJECT INDEPENDENT QUALITY ASSURANCE
PRICE SHEET TEMPLATE**

PART I

Fixed costs effective through December 31, 2009	
Company:	Date:
Authorized Signature:	
Total Project Cost	

**ALABAMA DEPARTMENT OF HUMAN RESOURCES
REQUEST FOR PROPOSALS
SACWIS PROJECT INDEPENDENT QUALITY ASSURANCE
PRICE SHEET TEMPLATE**

Part II

Project Fixed Hourly Rates¹

Job Title	Fixed Hourly Rate
QA Manager	\$
Senior Analyst(s)	\$
Other	\$

¹ These rates will be used for the duration of the project in determination of any price modifications

APPENDIX E: IMMIGRATION STATUS FORM
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I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

.....
Signature of Contractor

Witness